

ORIGINAL

STATE OF MICHIGAN
Michigan Department of Transportation
Contract Services Division
425 W. Ottawa – P.O. Box 30050
LANSING, MI 48909

CONTRACT NO. 591B5500266

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Red River Specialties, Inc. 311 Taft Drive Oswego, IL 60543	Jeff Callaway	Jeff.Callaway@rrsi.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(317) 440-7103	2721115450 / 001

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER:	MDOT	Tim Jones	(517) 322-3316	Jonest30@michigan.gov
CONTRACT ADMINISTRATOR:	MDOT	Laura Dotson	(517) 373-2134	dotsonl2@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: North Region Roadside Chemical Spraying Services for MDOT			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
Three Years	July 22, 2015	July 21, 2018	2, 1 year options
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 30 Days	Delivered	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:		\$2,807,467.60	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #0059115B0004728.

FOR THE CONTRACTOR:

Red River Specialties, Inc.

Firm Name

Jesse Culbertson
Authorized Agent Signature

Jesse Culbertson

Authorized Agent (Print or Type)

07/07/2015

Date

FOR THE STATE:

Signature

Demetrius A. Parker, P.E., Administrator

Name/Title

MDOT Contract Services Division

Enter Name of Agency

7/22/15
Date*Where possible, please reference***Price File #1011***when ordering from this contract.*

STATE OF MICHIGAN

Contract No. 591B5500266
Herbicide for MDOT

STATEMENT OF WORK CONTRACT ACTIVITIES

1.0 Requirements

1.1 Specifications

This is a contract for Herbicide for the Michigan Department of Transportation (MDOT)

The Contractor must provide the following products outlined in Exhibit C, Pricing.

1.2 Quality Assurance Program

Program Quality

The performance of the products sold by Red River Specialties, Inc. (RRSI) is backed by their respective manufacturers. Product performance complaints will be investigated and corrected if fault is found with a product's performance.

Customer Service Quality

RRSI has assigned key personnel dedicated to the State to offer professional expertise and superior customer service representatives will assure that orders are processed and shipped in a timely manner.

1.3 Incentives

Returns will be accepted for damaged goods, but will not be accepted for excess/unused product. While quantity discounts are not offered on competitive bids, there is no minimum order quantity.

2.0 Service Levels

2.1 Time Frames

RRSI agrees to deliver within 10 business days from receipt of order.

2.2 Technical Support and Repairs

RRSI agrees to provide technical support for storing, tank-mixing, and applying herbicides. Jeff Callaway will respond within the specified time frame, and will also be available for on-site assistance when warranted.

2.3 Training

RRSI agrees to provide training related to storing chemicals, tank mixing products, and applying herbicides in the right-of-way. An Industrial Vegetation Management seminar will be held each March for all MDOT employees at no charge, and RRSI will also provide in-house training covering safe use, storage, calibration, mixing, and application as requested by MDOT.

RRSI agreed to provide all training and will not subcontract any training.

2.4 Meetings

RRSI agrees and will make plans for our key personnel to attend such meetings as required by the State.

RRSI agrees to attend MDOT's annual Vegetation Management Conference. Jeff Callaway will provide presentation on products offered and will answer any questions related to vegetation control and products offered by RRSI.

3.0 Customer Service

3.1 Contractor Representative

Jeff Callaway is the appointed representative assigned to the State of Michigan accounts and will respond to all State inquiries regarding the contract activities and answer questions related to ordering, deliver, etc.

RRSI agrees to notify the program manager at least 10 calendar days prior to removing our appointed representative or assigning a new representative.

3.2 Customer Service

Jeff Callaway's mobile number is (317) 440-7103, and he will be available for calls between 8:00 AM – 5:00 PM EST (at minimum)

3.3 Disclosure of Subcontractors

RRSI will utilize Eco-Pak, LLC for custom blend herbicide orders. Eco-Pak, LLC is RRSI's preferred partner for custom blending and they've provided quality services since 2001. Eco-Pak has the ability to store over 200,000 gallons of bulk inventory "state-of-the-art technology to provide precise custom blends and unsurpassed quality."

Eco-Pak, LLC is located at:
9211 East Jackson Street
Selma, IN 47383
Phone: 866-432-6725

Aside from custom herbicide blends, RRSI will utilize no subcontractors other than a freight forwarder for shipping. When shipping, RRSI will utilize UPS or FedEx for small deliveries, or a 3rd party transportation management system will be used to select the best carrier for larger than pallet orders.

Eco-Pak, FedEx, UPS, and the 3rd party transportation broker are all vendors for RRSI. RRSI has many years of positive work experience with all of the subcontractors listed. Our long-term relationships with these vendors continue to advance as our company grows, which helps to ensure timeliness and accuracy for end-users.

Eco-Pak, LLC will fulfill custom blend orders that the state places with RRSI and will ship the blends from their warehouse in Selma, IN to the end user at MDOT.

Our freight subcontractors will pick up shipments at a RRSI warehouse and ship the containers or pallets to the end user at MDOT.

4.0 Pricing

4.1 Price Term

RRSI agrees that pricing will be firm for the first pricing period and understands that price adjustments made in writing will not take effect prior to the next pricing period.

5.0 Ordering

5.1 Authorizing Document

RRSI understands that the appropriate authorizing document will be a state-issued purchase order and agrees not to release any product without the proper authorization.

6.0 Delivery

6.1 Delivery Program

All purchase orders emailed or faxed to RRSI will be shipped from our regional warehouse in Selma, IN within 3-5 business days. When applicable, large quantities or containers may be shipped from a product manufacturer. There are no limitations on quantities ordered.

RRSI will utilize UPS or FedEx for small deliveries. A 3rd party transportation management system will be used to select the best carrier for larger than pallet orders.

6.2 Packaging Palletizing

RRSI agrees to comply with the specifications outlined by MDOT for returnable/refillable containers, custom blends, container shipment, and container pickup. Custom blending of herbicides and shipping of the custom blends will be handled by Eco-Pak, LLC in Selma, IN. Herbicide management software system can be available through Eco-Pak, LLC.

7.0 Acceptance

7.1 Acceptance, Inspection and Testing

RRSI understands that final acceptance of orders shipped under this contract is subject to acceptance based on the State's verification of quantity, brand, and package condition

8.0 Invoice and Payment

8.1 Invoice Requirements

All invoices from RRSI will include the date, purchase order number, quantity, product name, unit price, and total price.

8.2 Payment Methods

RRSI will accept EFT payments for contract activities.

RRSI has already registered to receive EFT payments from the state.

9.0 Additional Requirements

9.1 Environmental and Energy Efficient Products

RRSI will identify any energy-efficient, bio-based, or other environmentally friendly products used in relation to this contract. Third-party certification will be included when applicable.

9.2 Hazardous Chemical Identification

RRSI will provide a Safety Data Sheet listing any hazardous chemicals to be delivered in order to maintain compliance with 40 CFR §370.2. Each hazardous chemical will be properly identified (including applicable identification number(s)), and RRSI will identify any hazardous chemicals that will be provided under any resulting contract.

9.3 Mercury Content

RRSI agrees to comply with MCL 18.1261d by providing mercury-free products when possible. We will provide details on any products containing mercury (including the amount or concentration and whether a cost-competitive alternative exists).

9.4 Brominated Flame Retardants

RRSI agrees to disclose products that contain BFRs.

9.5 Licensing Agreement

RRSI agrees to provide a copy of any applicable licensing agreement as requested by the State.

9.6 Key Personnel

RRSI has appointed Jeff Callaway (Area Sales Manager) as the individual responsible for the day to day operations under this contract. Jeff will be specifically assigned to the state account and is knowledgeable of the contractual requirements and will be able to respond to the State's inquiries with the allotted 4 hours.

RRSI will not remove or assign key personnel without prior consent of the state (when the reason for reassignment is within RRSI's control) and will provide a resume of any potential replacement personnel.

RRSI has appointed Jeff Callaway (Area Sales Manager) as "Key Personnel" for operations of, and all matters related to, this contract. Jeff is physically located at:

311 Taft Drive
Oswego, IL 60543

9.7 Organizational Chart

Andy Pierce – VP Sales
o Mobile: 386-590-1436

- Email: Andy.Pierce@rrsi.com
- Jeff Callaway – Area Sales (account) Manager
- Mobile: 317-440-7103
 - Email: Jeff.Callaway@rrsi.com
 - Fax: 317-536-3638
- Pam Henry – Customer Service Representative
- Phone: 765-289-7346
 - Email: Pam.Henry@rrsi.com
 - Fax: 765-289-4451



STATE OF MICHIGAN

EXHIBIT B

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and Red River Specialties, Inc. ("**Contractor**"). This Contract is effective on July 22, 2015 ("**Effective Date**"), and unless terminated, expires on July 21, 2018

This Contract may be renewed for up to additional 2, 1 year period(s). Renewal must be by written agreement of the parties and will automatically extend the Term of this Contract.]

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Exhibit A – Statement of Work** (the "**Contract Activities**"). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Exhibit A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Laura Dotson MDOT, Purchasing 425 Ottawa Bld Lansing, MI 48933 Dotsonl2@michigan.gov (517) 373-2134 Tim Jones MDOT, Operations Field Services Division 6333 Lansing Road	Jeff Callaway Red River Specialties Inc. 311 Taft Drive Oswego, IL 60543 Jeff.Callaway@rrsi.com (317) 440-7103

Lansing, MI 48917 Jonest30@michigan.gov (517) 322-3316	
---	--

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms and conditions of this Contract (each a "**Contract Administrator**");

State	Contractor:
Laura Dotson MDOT, Purchasing 425 Ottawa Bldg Lansing, MI 48933 Dotsonl2@michigan.gov (517) 373-2134	Jeff Callaway Red River Specialties Inc. 311 Taft Drive Oswego, IL 60543 Jeff.Callaway@rrsi.com (317) 440-7103

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a "**Program Manager**");

State:	I Contractor:
Tim Jones MDOT, Operations Field Services Division 6333 Lansing Road Lansing, MI 48917 Jonest30@michigan.gov (517) 322-3316	Jeff Callaway Red River Specialties Inc. 311 Taft Drive Oswego, IL 60543 Jeff.Callaway@rrsi.com (317) 440-7103

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Exhibit A) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better and a financial size of VII or better.

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
Umbrella or Excess Liability Insurance	
<u>Minimal Limits:</u> \$5,000,000 General Aggregate	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds.

Automobile Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

8. Extended Purchasing Program.

- 9. Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
- 10. Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
- 11. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
- 12. Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
- 13. Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Contract.
- 14. Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

- 15. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Exhibit A.
- 16. Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Exhibit A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the

Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Exhibit A. All containers and packaging becomes the State's exclusive property upon acceptance.
18. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
19. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Exhibit A. If the Contract Activities do not function as warranted during the warranty period the State may return such non-conforming Contract Activities to the Contractor for a full refund.
20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

21. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Exhibit A.
22. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
23. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed

against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

- 24. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
- 25. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
- 26. General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any

State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

27. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
28. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
30. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
 - a. **Meaning of Confidential Information.** For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
 - b. **Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any non-State Data Confidential Information is not feasible, such party must destroy the non-State Data Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

Data Privacy and Information Security. I

- 31. Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

- 32. Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.
- 33. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with

respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

34. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
35. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
36. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
37. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
38. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
39. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
40. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
41. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
42. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
43. **Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Exhibit A; (d) any other exhibits; and (e) the Contract.

44. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
45. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
46. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
47. **Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**").

STATE OF MICHIGAN

Contract No. 591B5500266
Herbicide for MDOT

EXHIBIT C PRICING

ITEM	COMMODITY/DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
001	675-90	7,500 OZ	\$9.05	\$67,875.00

HERBICIDE, PRE EMERGENT. ACTIVE INGREDIENTS: INDAZIFLAM 19.05%, INERT INGREDIENTS 80.95%. FORMULATION TO CONTAIN 1.67 LBS INDAZIFLAM/GAL. PRE-EMERGENT HERBICIDE FOR CONTROL OF ANNUAL GRASSES AND BROADLEAF WEEDS IN ROADSIDES. PACKAGED AS A LIQUID IN 32 OZ. AND 2.5 GAL. CONTAINERS.

MANUFACTURER: BAYER
EPA NO: 432-1516
BRAND NAME: ESPLANADE 200 SC

ITEM	COMMODITY/DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
002	675-85	15,000 OZ	\$2.88	\$43,200.00

HERBICIDE, WEED KILLER, SELECTIVE. PRE OR POST-EMERGENCE, ACTIVE INGREDIENTS: METSULFURON METHYL METHYL 2-[[[(4-METHOXY-6-METHYL-1,3,5-TRIAZIN-2-YL)AMINO] CARBONYL]-AMINO]SULFONYL]BENZOATE 60%, INERT INGREDIENTS 40%, PACKAGED AS A DISPERSIBLE GRANULE TO BE MIXED WITH WATER AND APPLIED AS A FOLIAR SPRAY, FOR CONTROL OF WOODY PLANTS AND PRE & POST-EMERGENCE CONTROL OF ANNUAL AND PERENNIAL BROADLEAF WEEDS WITHIN HIGHWAY RIGHTS-OF-WAY. NON-CORROSIVE, NON-FLAMMABLE & NON-VOLATILE. PACKAGED IN MAXIMUM 60 OZ. RETURNABLE CONTAINERS, AMOUNT OF PRODUCT PACKAGED IN INDIVIDUAL CONTAINERS WILL VARY BY LOCATION.

MANUFACTURER: BAYER
EPA NO: 352-439
BRAND NAME: ESCORT XP

ITEM	COMMODITY/DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
003	675-85	2,100 OZ	\$1.81	\$3,801.00

HERBICIDE, WEED KILLER, SELECTIVE, PRE OR POST-EMERGENCE. ACTIVE INGREDIENTS: SULFOMETURON METHYL {METHYL 2-[[[(4, 6-DIMETHYL-2-PYRIMIDINYL)AMINO]-CARBONYL]AMINO]SULFONYL]BENZOATE} 56.25%, MET-SULFURON METHYL, METHYL 2-[[[(4-METHOXY-6-METHYL-1, 3, 5-TRIAZIN-2-YL)AMINO]-CARBONYL]AMINO]SULFONY]BENZOATE 15.00%, INERT INGREDIENTS

28.75%. FOR USE ON HIGHWAY RIGHTS-OF-WAY. PACKAGED IN MAXIMUM 64 OZ. RETURNABLE CONTAINERS, AMOUNT OF PRODUCT PACKAGED IN INDIVIDUAL CONTAINERS WILL VARY BY LOCATION.

MANUFACTURER: BAYER
EPA NO: 352-622
BRAND NAME: OUST EXTRA

ITEM	COMMODITY/DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
004	675-85	30,000 OZ	\$4.84	\$145,200.00

HERBICIDE, SELECTIVE WEED KILLER, PRE OR POST-EMERGENCE WATER DISPERSIBLE GRANULE. ACTIVE INGREDIENTS: AMINOCYCLOPYRACHLOR 6-AMINO-5-CHLORO-2-CYCLOPROPYL-4-PYRIMIDINECARBOXYLIC ACID 39.50%, CHLORSULFURON 2-CLORO-N-[(4-METHOXY-6-METHYL-1,3,5-TRIAZIN-2-YL)AMINOCARBONYL]BENZENESULFONAMIDE 15.80%; INERT INGREDIENTS 44.70%. FOR PRE & POST-EMERGENCE CONTROL OF ANNUAL & PERENNIAL BROADLEAF WEEDS IN HIGHWAY RIGHTS-OF-WAY. AMOUNT OF PRODUCT PACKAGED IN INDIVIDUAL CONTAINERS WILL VARY BY LOCATION.

MANUFACTURER: BAYER
EPA NO: 352-846
BRAND NAME: PERSPECTIVE

ITEM	COMMODITY/DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
005	675-90	300 GA	\$299.52	\$89,856.00

HERBICIDE, SELECTIVE WEED KILLER. Active Ingredients: Potassium salt of aminocyclopyrachlor, (6-amino-5-chloro-2-cyclopropyl-4-pyrimidinecarboxylic acid) 25%, other ingredients 75%. PACKAGED AS A LIQUID IN 2.5 GALLON NON-RETURNABLE CONTAINERS. ACID EQUIVALENT: 6-amino-5-chloro-2-cyclopropyl-4-pyrimidinecarboxylic acid to contain 2 LB. /GAL active ingredient. Packaged in 5 gallon non-returnable containers. QUANTITY: 300 gallons or 60 5 gallon containers.

MANUFACTURER: BAYER
EPA NO: 352-846
BRAND NAME: METHOD 240SL

ITEM	COMMODITY/DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
006	675-85	1,000 OZ	\$5.41	\$5,410.00

HERBICIDE, SELECTIVE BRUSH/WEED KILLER, PRE OR POST-EMERGENCE WATER DISPERSIBLE GRANULE. ACTIVE INGREDIENTS: AMINOCYCLOPYRACHLOR 6-AMINO-5-

CHLORO-2-CYCLOPROPYL-4-PYRIMIDINECARBOXYLIC ACID 39.50%,: METSULFURON METHYL, METHYL 2-[[[(4-METHOXY-6-METHYL-1,3,5-TRIAZIN-2-YL)AMINO]CARBONYL]AMINO]SULFONYL]BENZOATE 12.6%. INERT INGREDIENTS 47.90%. FOR PRE & POST-EMERGENCE CONTROL OF ANNUAL & PERENNIAL BROADLEAF WEEDS AND WOODY SPECIES IN HIGHWAY RIGHTS-OF-WAY. AMOUNT OF PRODUCT PACKAGED IN INDIVIDUAL CONTAINERS WILL VARY BY LOCATION.

MANUFACTURER: BAYER
EPA NO: 352-848
BRAND NAME: STREAMLINE

ITEM	COMMODITY/DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
007	675-85	1,000 OZ	\$3.85	\$3,850.00

HERBICIDE, SELECTIVE BRUSH/WEED KILLER, PRE OR POST-EMERGENCE WATER DISPERSIBLE GRANULE. ACTIVE INGREDIENTS: IMAZAPYR (2-[4,5-DIHYDRO-4-METHYL-4-(1-METHYLETHYL)-5-OXO-1H-IMIDAZOL-2YL]-3-PYRIDINECARBOXYLIC ACID) 31.60 %. AMINOCYCLOPYRACHLOR 6-AMINO-5-CHLORO-2-CYCLOPROPYL-4-PYRIMIDINECARBOXYLIC ACID 22.80%,: METSULFURON METHYL, METHYL 2-[[[(4-METHOXY-6-METHYL-1,3,5-TRIAZIN-2-YL)AMINO]CARBONYL]AMINO]SULFONYL]BENZOATE 7.30%. INERT INGREDIENTS 38.30%. FOR PRE & POST-EMERGENCE CONTROL OF ANNUAL & PERENNIAL BROADLEAF WEEDS AND WOODY SPECIES IN HIGHWAY RIGHTS-OF-WAY. AMOUNT OF PRODUCT PACKAGED IN INDIVIDUAL CONTAINERS WILL VARY BY LOCATION.

MANUFACTURER: BAYER
EPA NO: 352-847
BRAND NAME: VIEWPOINT

ITEM	COMMODITY/DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
008	675-90	3,000 GA	\$42.72	\$128,160.00

HERBICIDE, SELECTIVE WEED/BRUSH KILLER, WATER DISPERSIBLE LIQUID. ACTIVE INGREDIENTS: TRICLOPYR: 3-5-6-TRICHLORO-2-PYRIDINYLOXYACETIC ACID, TRIETHYLAMINE SALT 44.4%: INERT INGREDIENTS 55.6%. ACID EQUIVALENT: TRICLOPYR-31.8%, FORMULATION TO CONTAIN 3 LB. /GAL ACTIVE INGREDIENT. FOR POST-EMERGENCE CONTROL OF WOODY PLANTS, PERENNIAL AND ANNUAL BROADLEAF WEEDS IN HIGHWAY RIGHTS-OF-WAY. PACKAGED AS A LIQUID IN 2.5 GALLON NON-RETURNABLE CONTAINERS.

MANUFACTURER: DOW AGROSCIENCES/SEPRO
EPA NO: 62719-37
BRAND NAME: ELEMENT 3A

ITEM	COMMODITY/DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
009	675-90	500 GA	\$47.88	\$23,940.00

HERBICIDE, SELECTIVE WEED/BRUSH KILLER, WATER DISPERSIBLE LIQUID.
 ACTIVE INGREDIENTS: TRICLOPYR: 3-5-6-TRICHLORO-2-PYRIDINYLOXYACETIC
 ACID, BUTOXYETHYL ESTER 61.6%: INERT INGREDIENTS 38.4% ACID
 EQUIVALENT: TRICLOPYR-44.3%, FORMULATION TO CONTAIN 4 LB. /GAL ACTIVE
 INGREDIENT. FOR POST-EMERGENCE CONTROL OF WOODY PLANTS, PERENNIAL AND
 ANNUAL BROADLEAF WEEDS IN HIGHWAY RIGHTS-OF-WAY. PACKAGED AS A LIQUID IN 2.5
 GALLON NON-RETURNABLE CONTAINERS.

MANUFACTURER: DOW AGROSCIENCES/SEPRO
 EPA NO: 62719-40
 BRAND NAME: ELEMENT 4

ITEM	COMMODITY/DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
010	675-90	10,000 GA	\$48.43	\$484,300.00

HERBICIDE, WEED KILLER, SELECTIVE, POST-EMERGENCE. ACTIVE INGREDIENTS:
 DIMETHYLAMINE SALT OF 2,4-DICHLOROPHENOXYACETIC ACID 39.53%. 1-METHYLHEPTYL
 ESTER OF FLUROXYPYR: [(4-AMINO-3-5-DICHLORO-6-FLUORO-2-PYRIDINYL)OXY]ACETIC
 ACID, 1-METHYLHEPTYL ESTER 5.90%. DICAMBA (3,6-DICHLORO-O-ANISIC ACID 4.10%: INERT
 INGREDIENTS 50.47%. EQUIVALENT: 2,4-D-32.83%, 3.2 LBS/GAL ACTIVE INGREDIENT.
 FLUROXYPYR-4.10%, 0.4 LBS/GAL ACTIVE INGREDIENT. DICAMBA 4.10%, 0.4 LBS/GAL ACTIVE
 INGREDIENT. FOR POST-EMERGENCE CONTROL OF WOODY PLANTS, PERENNIAL AND
 ANNUAL BROADLEAF WEEDS IN HIGHWAY RIGHTS-OF-WAY. PACKAGED AS A LIQUID IN 2.5
 GALLON NON-RETURNABLE CONTAINERS.

MANUFACTURER: NUFARM
 EPA NO: 228-442
 BRAND NAME: E-2

ITEM	COMMODITY/DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
011	675-90	3000 GA	\$309.00	\$927,000.00

HERBICIDE, SELECTIVE WEED KILLER, PRE OR POST-EMERGENCE WATER DISPERSIBLE
 LIQUID. ACTIVE INGREDIENTS: TRIISOPROPANOLAMMONIUM SALT OF 2-PYRIDINE
 CARBOXYLIC ACID, 4-AMINO-3,6-DICHLORO- 40.6%: INERT INGREDIENTS 59.4%. ACID
 EQUIVALENT: AMINOPYRALID (2-PYRIDINE CARBOXYLIC ACID, 4-AMINO-3,6-DICHLORO-)-
 21.1%, FORMULATION TO CONTAIN 2 LB. /GAL ACTIVE INGREDIENT. FOR CONTROL OF
 BROADLEAF WEEDS AND CERTAIN WOODY PLANTS IN HIGHWAY RIGHTS- OF-WAY.
 PACKAGED AS A LIQUID IN 2.5 GALLON NON-RETURNABLE CONTAINERS.

MANUFACTURER: DOW AGROSCIENCES
 EPA NO: 62717-519
 BRAND NAME: MILESTONE

ITEM	COMMODITY/DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
012	675-90	600 GA	\$35.56	\$21,336.00

HERBICIDE, NON-SELECTIVE WEED KILLER, POST-EMERGENCE CONTROL OF WOODY PLANTS, READY-TO-USE LIQUID. ACTIVE INGREDIENTS TRICLOPYR: 3-5-6-TRICHLORO-2-PYRIDINYLOXYACETIC ACID, BUTOXYETHYL ESTER 13.6%; INERT INGREDIENTS 86.4%. ACID EQUIVALENT: TRICLOPYR -9.81%, FORMULATION TO CONTAIN 0.75 LB. /GAL ACTIVE INGREDIENT. FOR CONTROL OF WOODY PLANTS IN HIGHWAY RIGHTS- OF-WAY. PACKAGED AS A LIQUID IN 2.5 GALLON NON-RETURNABLE CONTAINERS.

MANUFACTURER: DOW AGROSCIENCES
EPA NO: 62719-176
BRAND NAME: PATHFINDER II

ITEM	COMMODITY/DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
013	675-90	100 GA	\$51.88	\$5,188.00

HERBICIDE, GRASS/WEED/BRUSH KILLER, NON-SELECTIVE. ACTIVE INGREDIENTS: ISOPROPYLAMINE SALT OF IMAZAPYR (2-[4,5-DIHYDRO-4-METHYL-4(1 METHYLETHYL)-5-OXO-1H-IMIDAZOL-2-YL]-3-PYRIDINECARBOXYLIC ACID) 26.7% INERT INGREDIENTS 73.3%. FORMULATION TO CONTAIN 2 LBS. /GAL. ACTIVE INGREDIENT. FOR PRE-EMERGENCE OR POST-EMERGENCE APPLICATION FOR CONTROL OF ANNUAL AND PERENNIAL GRASSES AND BROADLEAF WEEDS AND WOODY BRUSH WITHIN THE HIGHWAY RIGHTS-OF-WAY. PACKAGED AS A LIQUID IN 2.5 GALLON NON-RETURNABLE CONTAINERS.

MANUFACTURER: BASF CORPORATION
EPA NO: 241-431
BRAND NAME: ARSENAL POWERLINE

ITEM	COMMODITY/DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
014	675-90	2,000 GA	\$51.57	\$103,140.00

HERBICIDE, GRASS/WEED/BRUSH KILLER, NON-SELECTIVE. ACTIVE INGREDIENTS: ISOPROPYLAMINE SALT OF IMAZAPYR (2-[4,5-DIHYDRO-4-METHYL-4(1 METHYLETHYL)-5-OXO-1H-IMIDAZOL-2-YL]-3-PYRIDINECARBOXYLIC ACID) 27.7% INERT INGREDIENTS 72.3%. FORMULATION TO CONTAIN 2 LBS. /GAL. ACTIVE INGREDIENT. FOR CONTROL OF UNDESIRABLE VEGETATION IN OR AROUND SURFACE WATER IN WETLAND, RIPARIAN AND TERRESTRIAL LOCATIONS. PACKAGED AS A LIQUID IN 2.5 GALLON NON-RETURNABLE CONTAINERS.

MANUFACTURER: NUFARM
EPA NO: 228-534

BRAND NAME: POLARIS

ITEM	COMMODITY/DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
015	675-90	2,000 GA	\$115.79	\$231,580.00

HERBICIDE, WEED KILLER, SELECTIVE, PRE OR POST-EMERGENCE. ACTIVE INGREDIENTS: AMMONIUM SALT OF IMAZAPIC +/-2-[4, 5-DIHYDRO-4-METHYL 4-(1-METHYLETHYL)-5-OXO-1H-IMIDAZOL-2-YL]-5-METHYL-3-PYRIDINECARBOXYLIC ACID 23.3%, INERT INGREDIENTS 76.7%, FORMULATION TO CONTAIN 2.0 LB. OF ACTIVE INGREDIENT PER GALLON. FOR USE ON HIGHWAY RIGHTS-OF-WAY. PACKAGED AS A LIQUID IN 2.5 GALLON NON-RETURNABLE CONTAINERS.

MANUFACTURER: NUFARM
EPA NO: 71368-99
BRAND NAME: IMAZAPIC 2SL

ITEM	COMMODITY/DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
016	675-90	100 GA	\$113.93	\$11,393.00

HERBICIDE, WEED KILLER, SELECTIVE, PRE OR POST-EMERGENCE. ACTIVE INGREDIENTS: AMMONIUM SALT OF IMAZAPIC +/-2-[4, 5-DIHYDRO-4-METHYL 4-(1-METHYLETHYL)-5-OXO-1H-IMIDAZOL-2-YL]-5-METHYL-3-PYRIDINECARBOXYLIC ACID 23.6%, INERT INGREDIENTS 76.4%, FORMULATION TO CONTAIN 2.0 LB. OF ACTIVE INGREDIENT PER GALLON. FOR USE ON HIGHWAY RIGHTS-OF-WAY. PACKAGED AS A LIQUID IN 1.0 GALLON NON-RETURNABLE CONTAINERS.

MANUFACTURER: BASF CORPORATION
EPA NO: 241-365
BRAND NAME: PLATEAU

ITEM	COMMODITY/DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
017	675-90	1,900 GA	\$17.57	\$33,383.00

HERBICIDE, WEED/BRUSH KILLER, NON-SELECTIVE. ACTIVE INGREDIENTS: GLYPHOSATE, N-(PHOSPHONOMETHYL) GLYCINE, IN THE FORM OF ITS ISOPROPYLAMINE SALT 50.2%, INERT INGREDIENTS 49.8%. FOR USE ON HIGHWAY RIGHTS-OF-WAY. PACKAGED AS A LIQUID IN 2.5 GALLON NON-RETURNABLE CONTAINERS.

MANUFACTURER: MONSANTO COMPANY

EPA NO: 524-529
 BRAND NAME: ROUNDUP PRO CONCENTRATE

ITEM	COMMODITY/DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
018	675-90	18 CH	\$4,340.42	\$78,127.56

Pricing of \$4,340.42 is for each 265 gallon tote.

HERBICIDE, WEED/BRUSH KILLER, NON-SELECTIVE. ACTIVE INGREDIENTS: GLYPHOSATE, N-(PHOSPHONOMETHYL) GLYCINE, IN THE FORM OF ITS ISOPROPYLAMINE SALT 50.2%, INERT INGREDIENTS 49.8%.
 FOR USE ON HIGHWAY RIGHTS-OF-WAY. PACKAGED AS A LIQUID IN BULK RETURNABLE 250 GALLON TOTES. INDIVIDUAL TOTES SHALL BE EQUIPED WITH 12 VOLT DC PUMPS AND WITH METERS CAPABLE OF MEASURING DESPENSED PRODUCT IN OUNCES AND GALLON UNITS.

MANUFACTURER: MONSANTO COMPANY
 EPA NO: 524-529
 BRAND NAME: ROUNDUP PRO CONCENTRATE

ITEM	COMMODITY/DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
019	675-90	5,000 GA	\$18.40	\$92,000.00

HERBICIDE, WEED/BRUSH KILLER FOR AQUATIC SITES, NON-SELECTIVE. ACTIVE INGREDIENTS: GLYPHOSATE, N-(PHOSPHONOMETHYL) GLYCINE, IN THE FORM OF ITS ISOPROPYLAMINE SALT 53.8%, INERT INGREDIENTS 46.2%. FORMULATION TO CONTAINS 5.4 LB. OF ACTIVE INGREDIENT PER GALLON. FOR USE WITHIN HIGHWAY RIGHTS-OF-WAY. PACKAGED AS A LIQUID IN 2.5 GALLON NON-RETURNABLE CONTAINERS.

MANUFACTURER: DOW AGROSCIENCES
 EPA NO: 62719-324
 BRAND NAME: RODEO

ITEM	COMMODITY/DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
020	675-90	500 GA	\$32.90	\$16,450.00

ADJUVANT, SPRAY, NON-IONIC, ACTIVE INGREDIENTS: 96% POLY-L-P-MENTHENE 4% INERT INGREDIENTS. PACKAGED IN 2.5 GALLON NON-RETURNABLE CONTAINERS, TWO (2) CONTAINERS PER CASE.

MANUFACTURER: MILLER CHEMICAL
 EPA NO: n/a
 BRAND NAME: NU-FILM-IR

ITEM	COMMODITY/DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
021	675-90	400 GA	\$157.78	\$63,112.00

HERBICIDE, SELECTIVE WEED KILLER, POST EMERGENCE CONTROL OF ANNUAL AND PRENNIAL BROADLEAF WEEDS AND WOODY BRUSH< WATER DISPERSIBLE LIQUID. ACTIVE INGREDIENTS: FLUROXYPYR 1-METHYLHEPTYL ESTER: (4-AMINO-3, 5-DICHLORO-6 FLUORO-2-PYRIDINYL)OXY) ACETIC ACID, 1-METHYLHEPTYL ESTER 45.52%: INERT INGREDIENTS 54.48%. ACID EQUIVALENT: FLUROXYPYR: (4-AMONO-3, 5-DICHLORO-6-FLUORO-2PYRIDINYL) OXY) ACETIC ACID -31.59%, FORMULATION MUST CONTAIN 2.8 LB/GAL ACTIVE INGREDIENT. FOR CONTROL OF BROADLEAF WEEDS IN HIGHWAY RIGHTS-OF-WAY. PACKAGED AS A LIQUID IN 2.5 GALLON NON-RETURNABLE CONTAINERS.

MANUFACTURER: DOW AGROSCIENCES
EPA NO. 62719-586
BRAND NAME: VISTA XRT

ITEM	COMMODITY/DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
022	675-90	900 GA	\$11.70	\$10,530.00

HERBICIDE, WEED KILLER, SELECTIVE, 2, 4-D, 4 AMINE IVM FOR POST-EMERGENCE CONTROL OF BROADLEAF WEEDS WITHIN SPECIFIED CROPS, PASTURES, RANGELANDS AND HIGHWAY RIGHTS-OF-WAY. ACTIVE INGREDIENTS: DIMETHYLAMINE SALT OF 2,4-DICHLOROPHENOXYACETIC ACID 47.3%, OTHER INGREDIENTS 52.7%. FORMULATION MUST CONTAIN 3.8 LBS. /GAL. OF THE ACTIVE INGREDIENT. SHALL BE PACKAGED AS A LIQUID IN 30-GALLON RETURNABLE CONTAINERS.

MANUFACTURER: NUFARM
EPA NO: 228-145
BRAND NAME: WEEDESTROY AM-40 AMINE SALT

ITEM	COMMODITY/DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
023	675-90	300 GA	\$11.86	\$3,558.00

HERBICIDE, WEED KILLER, SELECTIVE, 2, 4-D, 4 AMINE IVM FOR POST-EMERGENCE CONTROL OF BROADLEAF WEEDS WITHIN SPECIFIED CROPS, PASTURES, RANGELANDS AND HIGHWAY RIGHTS-OF-WAY. ACTIVE INGREDIENTS: DIMETHYLAMINE SALT OF 2,4-DICHLOROPHENOXYACETIC ACID 47.3%, OTHER INGREDIENTS 52.7%. FORMULATION MUST CONTAIN 3.8 LBS. /GAL. OF THE ACTIVE INGREDIENT. PACKAGED AS A LIQUID IN 2.5 GALLON NON-RETURNABLE CONTAINERS.

MANUFACTURER: NUFARM
EPA NO: 228-145
BRAND NAME: WEEDESTROY AM-40 AMINE SALT

ITEM	COMMODITY/DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
024	675-90	700 GA	\$56.94	\$39,858.00

HERBICIDE, PRE-EMERGENT AND EARLY POST EMERGENT CONTROL OF ANNUAL AND PERENNIAL GRASSES AND BROADLEAF WEEDS. ACTIVE INGREDIENT: DICHLOBENIL (2,6-DICHLOROBENZONITRILE 15.3%. INERT INGREDIENTS 84.7%. FORMULATION MUST CONTAIN 1.4 POUNDS/GALLON ACTIVE INGREDIENT. FOR CONTROL OF BROADLEAF WEEDS AND GRASSES IN LANDSCAPE BEDS. PACKAGED AS A LIQUID IN 2.5 GALLON NON-RETURNABLE CONTAINERS.

MANUFACTURER: CHEMTURA CORPORATION
EPA NO: 400-541
BRAND NAME: CASORON CS

ITEM	COMMODITY/DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
025	675-90	5000 GA	\$24.16	\$120,800.00

ADJUVANT, NONIONIC SURFACTANT FUNCTIONAL INGREDIENTS: NONIONIC SURFACTANT, HUMECTANT DEFOAMER 90%. INERT INGREDIENTS 10%. FOR ENHANCING HERBICIDE EFFECTIVNESS. . PACKAGED AS A LIQUID IN 2.5 GALLON NON-RETURNABLE CONTAINERS.

MANUFACTURER: GARRCO PRODUCTS INC.
EPA NO: NA
BRAND NAME: IMPROVE

ITEM	COMMODITY/DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
026	675-90	1000 GA	\$18.25	\$18,250.00

ADJUVANT, NON-IONIC SURFACTANT. ACTIVE INGREDIENTS: LIMONENE 75%, METHYLATED VEGETABLE OIL 15%, ALKYL HYDROXYPOLY OXYETHYLENE 10%. FOR ENHANCING HERBICIDE EFFECTIVNESS. PACKAGED AS A LIQUID IN 2.5 GALLON NON-RETURNABLE CONTAINERS.

MANUFACTURER: BREWER INTERNATIONAL
EPA NO: NA
BRAND NAME: CYGNET PLUS

ITEM	COMMODITY/DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
027	675-90	10,000 GA	\$2.65	\$26,500.00

HERBICIDE, CUSTOM-BLENDED MIXTURE, PACKAGED IN 15-GALLON RETURNABLE/ REFILLABLE CONTAINERS, PALLETIZED AS DESCRIBED IN TERMS AND CONDITIONS. MIXTURE SHALL BE FORMULATED FROM ANY OF THE CONTRACT ITEMS LISTED ABOVE. THE DEPARTMENT SHALL SPECIFY THE QUANTITY OF HERBICIDES/ADDITIVES TO BE FORMULATED IN THE MIXTURE ON INDIVIDUAL ORDERS.

PRICE QUOTED SHALL BE THE MIXING FEE PER GALLON.

ITEM	COMMODITY/DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
028	675-90	200 GA	\$16.48	\$3,296.00

ADJUVANT, SPRAY, NON-IONIC, ACTIVE INGREDIENTS: 100% D'LIMONENE, RELATED ISOMERS, AND EMULSIFIERS. 0% INERT INGREDIENTS. PACKAGED IN 2.5 GALLON NON-RETURNABLE CONTAINERS, TWO (2) CONTAINERS PER CASE.

MANUFACTURER: BREWER INTERNATIONAL

EPA NO: n/a

BRAND NAME: CIDE-KICK

ITEM	COMMODITY/DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
029	022-43	12 EACH	\$95.79	\$1,149.48

APPLICATOR ACCESSORY FOR 15-GALLON RETURNABLE/REFILLABLE CONTAINER, MICROMATIC COUPLER TO CONNECT MICRO-MATIC VALVES TO 1" HOSE

ITEM	COMMODITY/DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
030	720-06	6 EACH	\$186.55	\$1,119.30

PUMP, HAND, APPLICATOR ACCESSORY FOR 15 GALLON RETURNABLE/REFILLABLE CONTAINER, PUMPS 1 QUART PER STROKE, TO BE COMPATIBLE WITH WATER OR BASIL OIL PRODUCTS, INTERFACES WITH MICRO-MATIC COUPLER.

ITEM	COMMODITY/DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
031	720.24	6 EACH	\$684.21	\$4,105.26

*ELECTRIC 12 VOLT CHEMICAL DIAPHRAGM PUMP KIT.
MINIMUM 10 GPM OUTPUT. HEAVY DUTY STEEL MOUNTING BRACKET
MINIMUM 6' INLET HOSE W/STAINLESS STEEL MICROMATIC COUPLING AND VITON SEALS.
MINIMUM 12' DISCHARGE HOSE W/BRASS SHUTOFF VALVE AND 3/4" FEMALE CLOSED LOOP COUPLING. MINIMUM 15' ELECTRIC CORD W/ALLIGATOR CLIPS. NON-METALLIC DESIGN FOR MAXIMUM CHEMICAL RESISTANCE.*

Attachment A, Delivery Locations

1. MICHIGAN DEPARTMENT OF TRANSPORTATION
GRAND SPECIAL CREWS
1240 FRONT ST NW
GRAND RAPIDS, MI 49504
2. MICHIGAN DEPARTMENT OF TRANSPORTATION
SOUTHWEST SPECIAL CREWS
6345 AMERICAN AVE
PORTAGE, MI 49002
3. MICHIGAN DEPARTMENT OF TRANSPORTATION
UNIVERSITY REGION SPECIAL CREWS
800 CHANTER
JACKSON, MI 49201
4. MICHIGAN DEPARTMENT OF TRANSPORTATION
BAY REGION SPECIAL CREWS
3502 EAST WASHINGTON AVE.
SAGINAW, MI 48601
5. MICHIGAN DEPARTMENT OF TRANSPORTATION
DETROIT MAINTENANCE GARAGE
1500 E. FERRY STREET
DETROIT, MI 48211
6. MICHIGAN DEPARTMENT OF TRANSPORTATION
AUBURN HILLS MAINTENANCE GARAGE
2925 LAPEER RD.
AUBURN HILLS, MI 48326
7. MICHIGAN DEPARTMENT OF TRANSPORTATION
L'ANSE MAINTENANCE GARAGE
301 WINTER STREET
L'ANSE, MI, 49946

8. MICHIGAN DEPARTMENT OF TRANSPORTATION
REED CITY GARAGE
19424 US-10
REED CITY, MI 49677
9. MICHIGAN DEPARTMENT OF TRANSPORTATION
ST. IGNACE GARAGE
500 FERRY LANE
ST. IGNACE, MI, 49781
10. MICHIGAN DEPARTMENT OF TRANSPORTATION
ATLANTA GARAGE
13490 M-32/M-33
ATLANTA, MI 49709
12. MICHIGAN DEPARTMENT OF TRANSPORTATION
KALKASKA GARAGE
809 N. BIRCH
KALKASKA, MI, 49646
11. MICHIGAN DEPARTMENT OF TRANSPORTATION
OPERATIONS FIELD SERVICES
6333 OLD LANSING ROAD
LANSING, MI 48917